

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH DAKOTA  
WESTERN DIVISION

**FILED**

**AUG 14 2015**

  
CLERK

Rene D Meyer

plaintiff

v

JP Morgan Chase Bank  
Chase Manhattan Mortgage Corporation  
Auto-Owners Insurance

CASE NO. 15- 5059

JURY TRIAL DEMANDED

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COMPLAINT

Comes now plaintiff Rene Meyer for her cause of action against defendants, JP Morgan Chase Bank, Chase Manhattan Mortgage Corporation, Auto-Insurance and any other names these corporations go by.

JURISDICTION

The district courts have jurisdiction of all civil actions arising under the constitution, laws or treaties of the United States. These fall under the constitution and these companies are in another state and the state laws are not guaranteeing the constitutional rights of the people. IN amendment 7, trial by jury in Civil Cases. Gives the people the right for anything over \$40.

INTRODUCTION

1. On 6/24/03, Mark and Rene Wiswell filed for bankruptcy and the Case No is 03-50337.

That is when the problems began with Chase bank, (JP Morgan Chase & Chase Manhattan Mortgage Corporation.)

2. In 1998 we purchased a home in rapid city, SD and then refinanced a few years later with Advanta. Chase bought out the mortgage debt on the first and second set up by advanta.

3. Chase has mismanaged the accounts and have enslaved me thru predatory lending practices. Chase

has played a downfall in the economy which has rewarded them at the expense of my home. (See exhibits A thru D) And see exhibit E – objection to summary judgment.

CAUSES OF ACTION  
& STATEMENTS OF CLAIMS

The insurance company and banks have worked together to deprive me of a place to live and both have contributed to the downfall of my business by not paying out on the claims of house damage and robberies of my home and business.

The mortgage companies requires insurance and therefore set laws in their favor over the peoples. Also they have an obligation of making sure the insurance companies pay out on claims that effect the mortgage being paid. The bank in essence have manipulated the markets to steal millions of homes thus acquiring assets that belong to the people. Here is a list of issues and causes of action.

1. there is never full disclosure with contracts in what the companies reach into our private lives.
2. Since the bankruptcy the bank has received over \$168,000.
3. the house is worth practically nothing because the insurance company has not paid out and repairs have not been made. They have received over 168k in payments since a bankruptcy in 2003.

The purchase price was around 55,000. The amount owed has not changed in any significance in 13 years. The second mortgage was supposed to be a 15 year loan, which means it should be totally paid for and yet Chase says its around \$24k still owing on it.

The first mortgage algorithms have also been manipulated as that amount should be closer to \$20-25,000 owing and yet Chase says over 50k is owing.

4. Chase has had some hacking issues which could have compromised or changed the accounts and personal information.

5. The house is in disrepair and the insurance company has failed to pay out on several claims putting me, Rene Meyer, in a financial position. First the roof sustained a tree limb going thru and hail damage

2 years ago and the insurance refused to pay saying the roof was just old. It needs a 20k roof job.

6. From the roof damage, I have 2 rooms with extensive ceiling damage and one where the whole plaster is off the ceiling. The main bathroom had to be stripped down to the studs and is not operable.

7. The furnace went out on me right around November 2014 and ran up the electric bill to unaffordable limits. The neighbor hood has also went down hill, now it is not uncommon to find graffiti in the alley and on houses in the area. There is graffiti on the fence and road way within 5 feet of the property line on the alley way.

8. The insurance company, Auto Owners Insurance, is owned by Chase bank and therefore is liable for damages as well.

1. First the roof sustained a tree limb going thru and hail damage 2 years ago and the insurance refused to pay saying the roof was just old. It needs a 20k roof job.

2. Then lately in December I had tools stolen out of my garage and the company refuses to pay out for all the missing tools, I have got about 50k retail that are missing and the insurance is offering 2500. I have always carried a rider on the house for tools kept in the garage, I believe its 40k.

3. Just after the auto shop moved to another location the business was broken into and a lot was stolen and missing, a complete inventory was completed and 175k tools and equipment was missing or damaged. I paid extra for replacement cost coverage. Auto Owners Insurance business policy only paid 30k and was supposed to cut another check after a completed list was finished. When the insurance was supposed to cut a check the location of the adjuster was empty and no trace of the adjuster and could not reach the adjuster at the number provided. Previously the insurance adjuster had come thru the shop personally and was shown where things were missing and agreed that they needed to complete the claim. So approx \$145,000 is still owed.

Count 1

***UNLAWFUL SEIZURE IN VIOLATION OF THE FIRST AMENDMENT  
FREEDOM OF RELIGION***

Violating the freedom of religion. By taking away my home and shelter it prevents me from talking with my god. I access my religion and my god/creator from my home and this is the only place I can communicate with the creator of all things. It also opens me up to the possibility of death from the elements and could also be considered a possible attempted murder as well. The free exercise clause guarantees a persons right to hold whatever religious beliefs and to freely exercise that belief any way he or she wants.

Count 2

***UNLAWFUL SEIZURE IN VIOLATION OF THE THIRTEENTH AMENDMENT  
ENSLAVING ME AGAINST MY WILL***

Enslavement by debt that keeps me from ever being free to have a home and shelter. Enslaving me without my knowledge by manipulating the markets to keep small businesses operating and conning me with a contract that is unable to be kept in a 15 TO 30 year time period with market manipulations and changing the loan conditions to enslave me forever. (See exhibits)

Count 3

**THREATS OF HOMELESSNESS... VIOLATION OF THE FIRST AMENDMENT.**

I just started a website & blog, Shortly after I received the paperwork for this court date, I got some text messages that stated in so many words that if I did not stay off of social media that I would be homeless. I believe that this was not from the person I perceived it coming from but from some other source and the number was probably hacked. I believe that this is in retaliation for starting wethepeople2015.info and starting my blog and posting the website articles on a page for the website on facebook. So I ask that no more threats come my way during and after these proceedings. I reserve the right to add more as discoveries are made.

Count 4

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1. emotional distress from threatening with homelessness. I Think this is self explanatory.

Will show evidence that many people commit suicide from the pressures of foreclosures and bullying by the banking and insurance industry.

RELIEF

We are asking the jury to award the house free and clear and damages in excess of \$205K plus loss of business income and emotional damages. The insurance company needs to pay for the three claims it has failed to pay on, they need to be held accountable for the damages that have been inflicted upon the plaintiff by withholding funds. Chase bank needs to rectify errors in their accounting of the first and second mortgage and pay for damages for emotional distress related to the errors. The second mortgage should be paid in full and should not be showing any balance, it was a 15 year mortgage.

ALL of them need to be held accountable to damages that they cause in our economy from their business practices of stealing homes and not distributing the wealth of our country fairly.

Make them prove they have a right to receive funds, I want to see any original documents that were signed. I never had any agreements with Chase and did not knowingly give them any rights to take over my servitude. I was sold into slavery by Chase Bank and its subsidiaries. As a direct and proximate result and cause of the conduct of the employees and agents and servants of the defendants, plaintiff has suffered damages. There are over 3 million houses in foreclosures, this shows that the banking system is not working.

**MONEY DAMAGES**

A. actual and punitive monetary damages, yes.

B. The amount of actual damages is 205,000 and clear title to my home.

The punitive damages from emotional infliction is to be determined by the jury of what is fair.

However I am going to ask that be at least the amount of actual damages or more.

\$205,000 - \$500,000.

do you maintain that the wrongs alleged in the complaint are continuing to occur at the present time.

YES

are you requesting a jury trial

YES

Representing myself pro-se.... Wherefore plaintiff prays for judgment against Defendants for compensatory damages, and for any fees and costs of this litigation and for other relief as is appropriate under the law.

I declare under penalty of perjury that the foregoing is to and correct.

Signed this 14 day of August, 2015

Rene Meyer



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